

Service Terms & Conditions

By accepting a quote, scheduling service, or allowing work to proceed, the customer (“Client”) agrees to the following Terms & Conditions (“Terms”) with Stoney’s Landscaping (“us”, “we” or “Contractor”).

1. Scope of Work

Services will be performed as described in the accepted quote or proposal. Any work requested outside the quoted scope will be considered additional services and may be billed separately at our standard hourly or unit rates, unless otherwise agreed to in writing. No qualification in any acceptance issued by the Client shall form part of the contract unless specifically agreed to in writing by us. The Client is responsible for obtaining any necessary planning permission for the work and the fulfilling of statutory requirements.

2. Estimate

We reserve the right to increase the price of the project due to changes in design or materials by the Client after execution of the contract and may result in change order fees. Acceptance of the estimate includes acceptance of these Terms. This represents a binding contract between the parties. It should be noted by the Client that any attempt to cancel by the Client will involve the Client being liable to cancellation fees and any expenses incurred as a result of such cancellation, at our reasonable discretion.

3. Scheduling & Weather

Service dates are approximate and may be adjusted due to weather conditions, site conditions, equipment availability, or other factors beyond our control. Landscaping services are weather-dependent, and delays caused by rain, snow, frozen ground, or unsafe conditions do not constitute breach of contract. We undertake to use all reasonable endeavors to complete the work within a reasonable time or by a specific date if agreed. Under no circumstances shall we incur any liability to the Client for any untimely performance. We shall not be held responsible for any delays caused by circumstances outside of our control.

4. Property Access & Conditions

Client agrees to provide safe and unobstructed access to the property on scheduled service dates. Pets must be secured. We are not responsible for delays or additional charges resulting from blocked access, unsafe conditions, or undisclosed underground items (including irrigation lines, pet fencing, or utilities not clearly marked). The Client warrants the site is free of underground problems including pipes, cables, stumps, sewage drains and waste materials. Where problems are found underground, we are entitled to charge for additional work necessary to complete the project. In some situations, we may need access to a neighboring property to complete the project. It is the responsibility of the Client to obtain permission for this access.

5. Damage & Existing Conditions

We are not responsible for damage to turf, landscaping, or hardscape caused by normal use of equipment, pre-existing conditions, hidden obstacles, poor soil conditions, or underground items not disclosed or marked. Minor turf disturbance may occur during routine landscaping and is considered normal.

6. Pricing & Payment Terms

A deposit is not required prior to the start date if the total cost of the project is under \$1,000. If the total cost of the project is over \$1,000, a deposit may be required before work can begin. Progressive invoices may be sent as work progresses. A final invoice will be sent after work is complete. The Client will pay for any extra work or costs due to unknown difficulties or changes, which are not within the estimate. We reserve the right to suspend or terminate services for non-payment without notice. If necessary, sales tax will be added to materials purchased and delivered to the Client. Sales tax is calculated on the final amount of materials purchased.

Payment terms are **Net 15 days** from invoice date unless otherwise stated in writing.

- Invoices not paid by the due date may be subject to **interest of 1.5% per month** (18% annually) or the maximum rate allowed by law, whichever is less.
- After 30 days from the date of the invoice there may be a **10% late fee** added to the total amount invoiced.
- If any balance due grows beyond 60 days past due and is placed with a third party collections firm, **a collection fee of up to 50%** will be added to the balance due.
- Client agrees to pay all costs of collection for overdue balances, including reasonable attorney fees, court costs, and collection agency fees if applicable.

7. Payment Remittance and Processing Fees

ACH and Credit Card payments are accepted and preferred. Checks and Overnight Payments are to be sent to: PO Box 725067, Berkley, MI 48072. There will be a fifteen (\$15.00) dollar check processing fee and a three-and-a-half (3.5%) percent convenience fee for credit and debit card payments. A forty (\$40.00) dollar insufficient funds fee will be assessed for returned checks.

8. Estimates & Adjustments

Quotes are based on visual inspection and information available at the time of estimating. Actual conditions may require adjustments. If additional labor or materials are required, Client will be notified and billed accordingly.

9. Disposal of Material

Contractor will haul off all excess materials or waste (trimmings, leaves, sticks, debris, etc.) within the scope of the project or service, from the property. No bagging of grass is included in

the pricing. Client is not entitled to keep any materials or waste, unless agreed by Contractor in writing.

10. Satisfaction & Notification

Any concerns regarding service must be reported within **48 hours** of service completion. Failure to notify us within this time frame constitutes acceptance of the work performed.

11. Renewal of Recurring Services

Unless either party serves written notice with the intent to terminate the contract by January 1st each year, this contract shall automatically renew.

12. Promotion

The Client hereby authorizes us to take photographs and videos of the Client's property for the use of promoting our services and company at our discretion and grants us the sole right in the intellectual property of any such photographs.

13. Maintenance After Completion

We undertake to execute the scope of the contract. The proper maintenance of the site passes to the Client upon practical completion, unless otherwise agreed in writing. Practical completion is deemed to take place as determined by us.

14. Limitation of Liability & Indemnification

Our liability is limited to the amount paid for the specific service giving rise to the claim. Under no circumstances shall we be liable for incidental, consequential, or indirect damages. We do not accept any liability for any negligent act, omission, or any default under this contract, unless specifically agreed in writing.

The Client agrees to indemnify, defend, and protect us and any partners, agents, employees, owners, and affiliates from and against all claims, losses, liabilities (including negligence, tort, and strict liability), damages, judgments, suits and all legal proceedings, and any costs and expenses in connection therewith (including attorney fees) arising out of or in any manner connected with any work performed hereunder, any false information delivered by the Client pertaining to the project or subject property, or failure to deliver relevant information by the Client. This clause survives the expiration of any agreements with Client.

15. Termination of Service

We reserve the right to refuse or terminate service at any time for safety concerns, non-payment, abusive or rude behavior, or conditions outside normal operating standards.

16. Miscellaneous

These Terms shall be governed by and interpreted in accordance with the laws of the State of Michigan. All representations, warranties, covenants, and indemnities made or agreed to by Client and any certificates delivered in connection herewith shall survive these Terms or any Client agreement's expiration, termination, or cancellation for any reason. Any provision of these Terms that are unenforceable in any jurisdiction shall be ineffective without invalidating the remaining provisions hereof, and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable, such provision in any other jurisdiction. Contractor's failure to require strict performance by the Client of any provision hereto shall not diminish Contractor's right thereafter to demand strict compliance or waiver of other defaults.

17. Material & Plant Warranty

17.1 Watering Requirements. As mentioned by The Morton Arboretum, the single most important step in maintaining good vigor in plants, trees, and shrubs is to supply adequate water. With normal rainfall, established plants, trees, and shrubs require only occasional watering. However, newly installed plants, trees, and shrubs require regular watering. Unless Client can show that they adequately watered any newly installed plants, trees, and shrubs, such plants will not be covered under warranty.

17.2 Limited Warranty. Newly installed landscape plants will suffer transplant shock, particularly during the hot summer months. It is imperative that plants receive proper care, so as to minimize stress. Upon installation or purchase, it is then the responsibility of the Client to supply the plant with sufficient water and fertilizer (as needed) during their growing season to keep them healthy.

17.2.1 Trees, shrubs, and plants are warranted for sixty (60) days ("Warranty") from date of installation (provided Client can demonstrate proof of watering), and will be replaced once within the warranty period, should they die. Trees, shrubs, and plants will be replaced once only. This warranty does not extend to such replacements.

17.2.2 Contractor will make warranty replacements during the optimum planting seasons: spring and fall as determined by Contractor.

17.2.3 This warranty cannot be transferred.

17.2.4 There will be no cash refunds.

17.2.5 Contractor assumes no liability for replacement of trees, shrubs, and plants damaged by lack of care, water by Client, animal or pests, insect infestation, acts of nature, vandalism, weather conditions, or other conditions beyond our control, nor will we replace trees, shrubs or plants experiencing "seasonal die-back", when pruning and proper care will restore them to health.

17.2.6 Contractor cannot warranty against weed growth in mulch or topsoil beds, due to the germination of dormant seeds prevalent in the soil.

17.2.7 There are certain varieties of trees and shrubs, which generally should not be planted in the fall. A partial list of these includes: Birch, Flowering Dogwood, Redbud, Red Oak, Scotch Pine, Azaleas, Boxwoods, Groundcovers, Hollies, and Rhododendrons. Any request to plant the above plants by Client is at their own risk and such plants are not covered under any warranty.

- 17.2.8 This warranty shall be void and will not apply to any plants which were originally installed by the Contractor, then subsequently repaired, adjusted, moved or modified by an individual or entity other than the Contractor.
- 17.2.9 Annuals and transplanted plant material (whether by Contractor, Client, or anyone else) are NOT covered under this or any other Warranty.
- 17.3 The foregoing is the sole warranty for work provided by the Contractor. The Contractor will not be liable for any other warranties, expressed or implied. All other warranties are excluded, including the implied warranties of merchantability and fitness for a particular purpose. There are no other warranties, which extend beyond the description of the face hereof.
- 17.4 The Contractor will have no liability under any circumstances for indirect, special, incidental, liquidated, or consequential damages.
- 17.5 This warranty shall be construed and applied according to Michigan law.
- 17.6 No agent, salesman, or installer may change the terms of this warranty either orally or in writing.
- 17.7 Sod and seed are not covered under this warranty.